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14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**
16 **SAN FRANCISCO DIVISION**
17

18 SCRIBD, INC.,

19 Plaintiff,

20 v.

21 DOES 1 through 50.,

22 Defendants.

Case No.

**PLAINTIFF SCRIBD INC.'S
COMPLAINT FOR BREACH OF
CONTRACT AND TRADEMARK
INFRINGEMENT**

JURY TRIAL DEMANDED

1 Plaintiff Scribd, Inc. (“Scribd”) makes the following allegations against Defendants DOES
2 1 through 50 (“Defendants”):

3 **PARTIES**

4 1. Scribd is a domestic corporation organized and existing under the laws of the State
5 of Delaware, with its principal place of business located at 460 Bryant Street # 300, San Francisco,
6 California 94107.

7 2. The true identity of Defendants is unknown, but upon information and belief are
8 the individuals or entities that own or control the domain names vpdfs.com and zoboko.com. Upon
9 information and belief, further details obtained in discovery from third-party service providers
10 such as Cloudflare, Inc. and NameSilo, LLC will lead to the full identification of Defendants.

11 **JURISDICTION AND VENUE**

12 3. This Court has original jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a)
13 because this action alleges violations of federal statutes, including the Lanham Act (15 U.S.C. §§
14 1114 and 1125(a)). The Court has supplemental jurisdiction over the remaining claims under 28
15 U.S.C. § 1367.

16 4. This Court has personal jurisdiction over Defendants because Defendants direct
17 business activities toward and conduct business with consumers within this Judicial District
18 through at least the interactive, commercial websites vpdfs.com and zoboko.com. Further, this
19 Court has personal jurisdiction over Defendants because Defendants are party to the Scribd Global
20 Terms of Use, in which pursuant to Section 15.2 all parties agree that any litigation seeking
21 injunctive or other equitable relief to prevent the actual or threatened infringement,
22 misappropriation, or violation of a party’s trademark rights shall be brought in the Northern
23 District of California.

24 5. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a
25 substantial part of the events giving rise to the claims raised in this lawsuit occurred in this
26 District. Additionally, venue is proper in this District because Defendants are party to the Global
27 Terms of Use, in which pursuant to Section 15.2 all parties agree that any litigation seeking
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1 injunctive or other equitable relief to prevent the actual or threatened infringement,
2 misappropriation, or violation of a party's trademark rights shall be brought in the Northern
3 District of California.

4 **BACKGROUND**

5 **A. Introduction**

6 6. Scribd is a leading digital document library, hosting over 170 million documents,
7 including ebooks, audiobooks, magazines, documents, and professional content in over 20
8 languages. Scribd provides access to millions of ebooks, audiobooks, magazines, podcasts,
9 documents and more across three unique products: Everand™, Scribd®, and Slideshare®. These
10 documents, are accessible by consumers who pay a monthly subscription fee and agree to the
11 Global Terms of Use, which are available at [https://support.scribd.com/hc/en-](https://support.scribd.com/hc/en-us/articles/210129326-Global-Terms-of-Use)
12 [us/articles/210129326-Global-Terms-of-Use](https://support.scribd.com/hc/en-us/articles/210129326-Global-Terms-of-Use) and attached hereto as Exhibit A.

13 7. Scribd makes its services available online, anytime and anywhere throughout the
14 U.S. and in a variety of countries across the globe, so that its users can access Scribd's platform
15 whenever it is needed. Scribd is a very well-known and highly-regarded company, receiving
16 hundreds of millions of visitors to its websites and services each year, and has nearly 2 million
17 paying subscribers.

18 8. Scribd has invested an enormous amount of time and money over many years to
19 develop, maintain, and expand its database of high-quality documents. This has included paying
20 large sums of money for distribution rights to books and other materials from traditional
21 publishing companies, allowing Scribd the right to distribute those materials to its customers on its
22 various platforms, including scribd.com, slideshare.com, and everand.com.

23 9. Scribd's substantial investment in its database of documents is ongoing, and it is
24 regularly adding new documents and materials.

25 10. With full knowledge of Scribd's reach, renown, and goodwill, Defendants have
26 engaged in the systematic and widespread misappropriation and distribution of documents from
27 Scribd's subscription database, distributing them at no cost to users through the web domains
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scribd.vpdfs.com and zoboko.com. By doing so, Defendants drive traffic to their websites, where, on information and belief, they earn revenue by hosting advertisements.

11. Defendants' wholesale appropriation of Scribd's content for its own financial gain has forced Scribd to bring this legal action against Defendants to stop the theft of its content and diversion of its paying customers and potential customers to Defendants' own websites.

B. The Global Terms of Use

12. As a condition of access to Scribd's services, users must agree to Scribd's Global Terms of Use.

13. The Global Terms of Use include, without limitation, the following terms:

- "BY REGISTERING FOR, ACCESSING, BROWSING, POSTING TO, DOWNLOADING FROM, SIGNING UP TO, SUBSCRIBING TO, OR USING ANY OF THE SERVICES THAT WE PROVIDE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, ALL RULES, TERMS, CONDITIONS, GUIDELINES, RESTRICTIONS, AND NOTICES IN THE GLOBAL TERMS OF USE."
- "The Company's trademarks, logos, service marks, and trade names (collectively, the "Trademarks") displayed on the Sites and Apps are registered and unregistered trademarks of Scribd, Inc. and may not be used in connection with products or services that are not related to, associated with, or sponsored by the Company."
- "By using the Services, You agree not to:
 - ...
 - Use the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

- Use the Services for any purpose other than to post, receive, and engage with original and/or appropriately licensed content, and to add Descriptive Information to original content;
- ...
- Remove, circumvent, disable, damage or otherwise interfere with rights enforcement and other security-related features that prevent or restrict use or copying, printing, storing, transferring, or sharing of any content accessible through the Services, or features that enforce limitations on the use of the Services or any content available via the Services;
- ...
- Clone, copy, duplicate, or create a database of the Services by systematically downloading and storing all or any content provided through the Services.”

C. The SCRIBD Trademarks

14. Since at least as early as 2007, Scribd has exclusively used the coined and inherently distinctive mark SCRIBD to brand Scribd’s goods and services. Scribd has acquired U.S. federal trademark registrations, including but not limited to the following registrations (the “SCRIBD Marks”):

- Registration 3777227; SCRIBD
- Registration 5898302; SCRIBD

True and correct copies of the publicly available TSDR pages for these trademark registrations are attached hereto as Exhibit B.

15. The SCRIBD Marks cover goods and services including, without limitation, “computer software for sharing electronic documents via electronic, optical and wireless networks,” “On-line retail store services in the nature of an online marketplace featuring documents of others ranging across a wide field of topics for viewing, downloading and printing,” “Transmission of data or documents via electronic, optical and wireless networks,” and “Providing

1 temporary use of non-downloadable computer software for sharing, viewing, electronically
2 transmitting, searching, browsing, sharing, tagging, rating, downloading and flagging electronic
3 documents via electronic, optical and wireless networks.”

4 16. Scribd has invested a substantial amount of time and resources to promote and
5 advertise the inherently distinctive SCRIBD Marks, and the goods and services associated with
6 them. Scribd has been marketing its goods and services to consumers throughout the U.S. since at
7 least 2007 and partners with major publishers, including Simon & Schuster, HarperCollins, The
8 Atlantic, Newsweek, The Guardian, Fast Company, and many others. As a result, Scribd has
9 developed substantial and valuable goodwill and an outstanding reputation in the SCRIBD Marks.
10 The SCRIBD Marks are extremely well-known throughout the U.S. and have become exclusively
11 associated in the minds of the consuming public with a single source: Scribd.

12 **D. Defendants’ Unauthorized Activities**

13 17. On information and belief, Defendants or one of their agents or affiliates is the
14 owner or responsible party for the websites vpdfs.com (and its subdomain scribd.vpdfs.com), and
15 zoboko.com.

16 18. Defendant’s identities are not readily discernable because the registrant information
17 for both vpdfs.com and zoboko.com is hidden.

18 19. Upon information and belief, the registrar of the vpdfs.com website is an entity
19 called NameSilo, LLC, and the vpdfs.com website uses a reverse proxy service provided by
20 Cloudflare, Inc.

21 20. Upon information and belief, the registrar of the zoboko.com website is an entity
22 called NameSilo, LLC, and the zoboko.com website uses a reverse proxy service provided by
23 Cloudflare, Inc.

24 21. Vpdfs.com includes the subdomain website scribd.vpdfs.com. Users who go to
25 scribd.vpdfs.com are informed on its homepage that the website is a tool to download documents
26 hosted by Scribd for free.

27 22. After entering the link for a document hosted by Scribd, the user clicks the
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1 “DOWNLOAD” button and is redirected to a webpage directing users to go to zoboko.com to
2 download the searched-for document at no cost.

3 23. The user can then follow the link to zoboko.com, where the user can download the
4 Scribd document at no cost.

5 24. Both zoboko.com and scribd.vpdfs.com host advertisements on their webpages,
6 which, on information and belief, provide Defendants with revenue.

7 25. As seen above, vpdfs.com through its subdomain scribd.vpdfs.com and
8 zoboko.com work in concert to present – free of charge – a copy of the searched-for Scribd
9 document without any authorization by Scribd.

10 26. Defendants have not and have never been authorized to copy, display, distribute, or
11 obtain and/or provide any access whatsoever to Scribd’s documents or the SCRIBD Marks.

12 27. Scribd has been and continues to be damaged by Defendants’ actions because
13 consumers who would otherwise purchase a subscription from Scribd may use the vpdfs.com and
14 zoboko.com websites to acquire Scribd’s documents for free. This results in lost subscription
15 revenue to Scribd.

16 28. Scribd has been further damaged because Defendants are infringing upon the
17 SCRIBD Marks. Defendants, without authorization, display the SCRIBD Marks in a manner likely
18 to confuse consumers as to its association, affiliation, endorsement, or sponsorship with or by
19 Scribd both in the name of the subdomain scribd.vpdfs.com and on the scribd.vpdfs.com webpage.
20 Such unauthorized and confusing use of these marks has irreparably damaged Scribd and the
21 goodwill it enjoys in the SCRIBD Marks.

22 **COUNT ONE**

23 **BREACH OF CONTRACT**

24 29. Scribd realleges and incorporates by reference, as if fully set forth herein, the
25 allegations in all preceding paragraphs.

26 30. Use of Scribd’s platform and services is governed by and subject to Scribd’s Global
27 Terms of Use. All Scribd users must agree to the Global Terms of Use as a condition of their use
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1 of Scribd's services and content.

2 31. The Global Terms of Use explicitly prohibit users from copying and distributing
3 documents for non-personal use hosted by Scribd as part of the service it offers.

4 32. On information and belief, Defendants are subscribers to Scribd's service who have
5 agreed to the Global Terms of Use. Third parties would not be able to access Scribd's document
6 database without becoming subscribers.

7 33. Defendants have willfully and repeatedly breached the Global Terms of Use by
8 collecting, copying, reproducing, and distributing documents offered as part of Scribd's services
9 for non-personal use through the scribd.vpdfs.com and zoboko.com websites.

10 34. Defendants' conduct has damaged Scribd and has caused and continues to cause
11 irreparable and incalculable harm and injury to Scribd.

12 35. Scribd is therefore entitled to injunctive relief, compensatory damages, attorneys'
13 fees, costs, and/or other equitable relief.

14 **COUNT TWO**

15 **TRADEMARK INFRINGEMENT**

16 36. Scribd realleges and incorporates by reference, as if fully set forth herein, the
17 allegations in all preceding paragraphs.

18 37. Scribd owns numerous U.S. federal registrations for the SCRIBD Marks, including
19 U.S. Registration Nos. 3777227 and 5898302. These registrations are in full force and effect and
20 are enforceable.

21 38. Defendants displayed the SCRIBD Marks both in the website subdomain
22 scribd.vpdfs.com and on the scribd.vpdfs.com webpage, and this use in interstate commerce is
23 likely to cause customer confusion or to cause mistake or to deceive as to the origin of the services
24 offered by Defendants and as to their affiliation, connection, or association with and/or
25 endorsement or approval by Scribd.

26 39. The foregoing acts by Defendants constitute false designation of origin,
27 association, affiliation, connection, endorsement, and/or approval under 15 U.S.C. § 1125(a).
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documents, and services for any purposes whatsoever;

B. Using any accounts, creating any new accounts, or taking over any existing accounts, to access Scribd's services for any purposes whatsoever;

C. Using or reproducing the documents offered as part of Scribd's services anywhere or in any way;

D. Using the SCRIBD Marks or any other name or mark in a manner which is likely to cause the public to be confused as to the source or sponsorship of Defendants' products, services, or websites, including but not limited to by using the term "scribd" alone or as part of a longer term or phrase in any web domain or subdomain; and

E. Otherwise further diluting or infringing the SCRIBD Marks.

47. Scribd further requests that the Court order the following additional non-monetary relief:

A. Destruction of all copies of Scribd's documents and materials obtained by Defendants, whether such documents and materials are in the custody or control of Defendants or their employees, agents, assigns, or third-party service providers;

B. A detailed accounting of web traffic, web analytics, and revenues obtained directly or indirectly by Defendants and/or its agents as a direct or indirect result of the unlawful distribution of Scribd's documents and materials;

C. Identification of each and every Scribd account and user name ever used or controlled by Defendants, or any of their employees, agents, and assigns, to engage in the above-described conduct or for any other purposes whatsoever;

D. That Defendants, or if Defendants are unable to then the relevant registrars, transfer ownership of the vpdfs.com and zoboko.com domains to Scribd so that Defendants can no longer use these websites and their associated subdomains to continue to harm Scribd; and

1 E. That Defendants certify and confirm, in writing and under oath, within thirty
2 days of the issuance of any order by the Court providing a remedy to Scribd,
3 that Defendants have complied fully and completely with all requirements of
4 such order.

5 48. Scribd further requests that the court award to Scribd as permitted by law and in
6 such amounts to be proven at trial:

- 7 A. Monetary damages, including but not limited to compensatory, statutory, and
8 punitive damages;
9 B. Defendants' profits;
10 C. Punitive or exemplary damages;
11 D. Scribd's reasonable costs, including reasonable attorneys' fees; and
12 E. Pre- and post-judgment interest

13 49. Scribd further requests such other relief as the Court may deem just and proper.
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15 Dated: February 26, 2024

Respectfully submitted,

16 KXT LAW, LLP
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18 By: /s/ Karineh Khachatourian

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21 Attorneys for SCRIBD, INC.
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